

1 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
2 admissible evidence.

3 Subject to and without waiving these objections, Defendants respond as follows:

4 See information contained in chart for store #334, attached hereto as Exhibit A.

5 SPECIAL INTERROGATORY NO. 122

6 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
7 Jeans Co. Factory Store in Gilroy, California, between May 30, 2003, and May 30, 2004.

8 RESPONSE TO SPECIAL INTERROGATORY NO. 122

9 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
10 burdensome and oppressive. Defendants further object to this request on the ground that this request
11 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
12 admissible evidence.

13 Subject to and without waiving these objections, Defendants respond as follows:

14 See information contained in chart for store #334, attached hereto as Exhibit A.

15 SPECIAL INTERROGATORY NO. 123

16 State the number of SALES ASSOCIATES. employed for any amount of time in YOUR Polo
17 Jeans Co. Factory Store in Gilroy, California, between May 30, 2004, and May 30, 2005.

18 RESPONSE TO SPECIAL INTERROGATORY NO. 123

19 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
20 burdensome and oppressive. Defendants further object to this request on the ground that this request
21 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
22 admissible evidence.

23 Subject to and without waiving these objections, Defendants respond as follows:

24 See information contained in chart for store #334, attached hereto as Exhibit A.

25 SPECIAL INTERROGATORY NO. 124

26 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
27 Jeans Co. Factory Store in Gilroy, California, between May 30, 2005, and May 30, 2006.

28 ///

1 RESPONSE TO SPECIAL INTERROGATORY NO. 124

2 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
3 burdensome and oppressive. Defendants further object to this request on the ground that this request
4 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
5 admissible evidence.

6 Subject to and without waiving these objections, Defendants respond as follows:

7 See information contained in chart for store #334, attached hereto as Exhibit A.

8 SPECIAL INTERROGATORY NO. 125

9 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
10 Jeans Co. Factory Store in Gilroy, California, between May 30, 2006, and the present.

11 RESPONSE TO SPECIAL INTERROGATORY NO. 125

12 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
13 burdensome and oppressive. Defendants further object to this request on the ground that this request
14 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
15 admissible evidence. Finally, Defendants object on the ground that the interrogatory seeks
16 information for a time period after the store ceased its business operations.

17 Subject to and without waiving these objections, Defendants respond as follows:

18 See information contained in chart for store #334, attached hereto as Exhibit A.

19 SPECIAL INTERROGATORY NO. 126

20 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
21 Jeans Co. Factory Store in San Diego, California, between May 30 2002, and May 30, 2003.

22 RESPONSE TO SPECIAL INTERROGATORY NO. 126

23 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
24 burdensome and oppressive. Defendants further object to this request on the ground that this request
25 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
26 admissible evidence.

27 Subject to and without waiving these objections, Defendants respond as follows:

28 See information contained in chart for store #341, attached hereto as Exhibit A.

1 SPECIAL INTERROGATORY NO. 127

2 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
3 Jeans Co. Factory Store in San. Diego, California, between May 30, 2003, and May 30, 2004.

4 RESPONSE TO SPECIAL INTERROGATORY NO. 127

5 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
6 burdensome and oppressive. Defendants further object to this request on the ground that this request
7 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
8 admissible evidence.

9 Subject to and without waiving these objections, Defendants respond as follows:

10 See information contained in chart for store #341, attached hereto as Exhibit A.

11 SPECIAL INTERROGATORY NO. 128

12 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
13 Jeans Co. Factory Store in San Diego, California, between May 30, 2004, and May 30, 2005.

14 RESPONSE TO SPECIAL INTERROGATORY NO. 128

15 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
16 burdensome and oppressive. Defendants further object to this request on the ground that this request
17 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
18 admissible evidence.

19 Subject to and without waiving these objections, Defendants respond as follows:

20 See information contained in chart for store #341, attached hereto as Exhibit A.

21 SPECIAL INTERROGATORY NO. 129

22 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
23 Jeans Co. Factory Store in San Diego, California, between May 30, 2005, and May 30, 2006.

24 RESPONSE TO SPECIAL INTERROGATORY NO. 129

25 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
26 burdensome and oppressive. Defendants further object to this request on the ground that this request
27 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
28 admissible evidence.

1 Subject to and without waiving these objections, Defendants respond as follows:

2 See information contained in chart for store #341, attached hereto as Exhibit A.

3 SPECIAL INTERROGATORY NO. 130

4 State the number of SALES ASSOCIATES employed for any amount of time in YOUR Polo
5 Jeans Co. Factory Store in San Diego, California, between May 30, 2006, and the present. ///

6 RESPONSE TO SPECIAL INTERROGATORY NO. 130

7 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
8 burdensome and oppressive. Defendants further object to this request on the ground that this request
9 seeks information that is not relevant and is not reasonably calculated to lead to the discovery of
10 admissible evidence. Finally, Defendants object on the ground that the interrogatory seeks
11 information for a time period after the store ceased its business operations.

12 Subject to and without waiving these objections, Defendants respond as follows:

13 See information contained in chart for store #341, attached hereto as Exhibit A.

14 SPECIAL INTERROGATORY NO. 131

15 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
16 PROGRAM in YOUR Ralph Lauren store in Beverly California? (For purposes of these
17 interrogatories, "ARREARS PROGRAM" means the practice pursuant to which employees'
18 compensation is adjusted based on the extent to which they may deemed in "arrears" (as referenced,
19 e.g., in the document entitled "Arrears," attached hereto as Exhibit A).

20 RESPONSE TO SPECIAL INTERROGATORY NO. 131

21 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
22 Defendants further object that the term "used" is vague, ambiguous and unintelligible. Finally,
23 Defendants object to the definition of "Arrears Program" which inaccurately states the policy and
24 practice.

25 Subject to and without waiving these objections, Defendants respond as follows:

26 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
27 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
28

1 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
2 terminated on March 25, 2006.

3 SPECIAL INTERROGATORY NO. 132

4 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
5 store in Beverly Hills, California?

6 RESPONSE TO SPECIAL INTERROGATORY NO. 132

7 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
8 Defendants further object that the term "use" is vague, ambiguous and unintelligible. Finally,
9 Defendants object to the definition of "Arrears Program" which inaccurately states the policy and
10 practice.

11 Subject to and without waiving these objections, Defendants respond as follows:

12 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
13 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
14 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
15 terminated on March 25, 2006.

16 SPECIAL INTERROGATORY NO. 133

17 If YOU discontinued using YOUR ARREARS PROGRAM in YOUR Ralph Lauren store in
18 Beverly Hills, California, specify the date YOU did so.

19 RESPONSE TO SPECIAL INTERROGATORY NO. 133

20 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
21 Defendants further object that the term "using" is vague, ambiguous and unintelligible. Finally,
22 Defendants object to the definition of "Arrears Program" which inaccurately states the policy and
23 practice.

24 Subject to and without waiving these objections, Defendants respond as follows:

25 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
26 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
27 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
28 terminated on March 25, 2006.

1 SPECIAL INTERROGATORY NO. 134

2 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
3 PROGRAM to adjust employee wages in YOUR Ralph Lauren store in Burlingame, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 134

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
6 Defendants also object that the terms "used" and "adjust" are vague, ambiguous and unintelligible.
7 Defendants further object to the definition of "Arrears Program" which inaccurately states the policy
8 and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to
9 "adjust employee wages."

10 Subject to and without waiving these objections, Defendants respond as follows:

11 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
12 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
13 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
14 terminated on March 25, 2006.

15 SPECIAL INTERROGATORY NO. 135

16 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
17 store in. Burlingame, California?

18 RESPONSE TO SPECIAL INTERROGATORY NO. 135

19 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
20 Defendants further object that the term "use" is vague, ambiguous and unintelligible. Finally,
21 Defendants object to the definition of "Arrears Program" which inaccurately states the policy and
22 practice.

23 Subject to and without waiving these objections, Defendants respond as follows:

24 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
25 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
26 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
27 terminated on March 25, 2006.

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SPECIAL INTERROGATORY NO. 136

If YOU discontinued using YOUR ARREARS PROGRAM in YOUR Ralph Lauren store in Burlingame, California, identify the date YOU discontinued using it.

RESPONSE TO SPECIAL INTERROGATORY NO. 136

Defendants object to this interrogatory on the grounds that it is vague and ambiguous. Defendants further object that the term "using" is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears Program" which inaccurately states the policy and practice.

Subject to and without waiving these objections, Defendants respond as follows:

All sales associates hired after April 18, 2004 were subject to arrears beginning in the second quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions failed to cover their base salary, the sales associate was subject to arrears. The arrears program was terminated on March 25, 2006.

SPECIAL INTERROGATORY NO. 137

At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS PROGRAM to adjust employee wages in YOUR Ralph Lauren store in Costa Mesa, California?

RESPONSE TO SPECIAL INTERROGATORY NO. 137

Defendants object to this interrogatory on the grounds that it is vague and ambiguous. Defendants also object that the terms "used" and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to "adjust employee wages."

Subject to and without waiving these objections, Defendants respond as follows:

All sales associates hired after April 18, 2004 were subject to arrears beginning in the second quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions failed to cover their base salary, the sales associate was subject to arrears. The arrears program was terminated on March 25, 2006.

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1 SPECIAL INTERROGATORY NO. 138

2 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
3 store in Costa Mesa, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 138

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
6 Defendants further object that the term "use" is vague, ambiguous and unintelligible. Finally,
7 Defendants object to the definition of "Arrears Program" which inaccurately states the policy and
8 practice.

9 Subject to and without waiving these objections, Defendants respond as follows:

10 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
11 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
12 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
13 terminated on March 25, 2006.

14 SPECIAL INTERROGATORY NO. 139

15 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
16 YOUR Ralph Lauren store in Costa Mesa, California, identify the date YOU discontinued using it.

17 RESPONSE TO SPECIAL INTERROGATORY NO. 139

18 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
19 Defendants also object that the terms "using" and "adjust" are vague, ambiguous and unintelligible.
20 Defendants further object to the definition of "Arrears Program" which inaccurately states the policy
21 and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to
22 "adjust employee wages."

23 Subject to and without waiving these objections, Defendants respond as follows:

24 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
25 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
26 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
27 terminated on March 25, 2006.

28 ///

1 SPECIAL INTERROGATORY NO. 140

2 At any time between May 30, 2002, and the present, have YOU used YOUR ARREAR
3 PROGRAM to adjust employee wages in YOUR Ralph Lauren store in La Jolla, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 140

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
6 Defendants also object that the terms “used” and “adjust” are vague, ambiguous and unintelligible.
7 Defendants further object to the definition of “Arrears Program” which inaccurately states the policy
8 and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to
9 “adjust employee wages.”

10 Subject to and without waiving these objections, Defendants respond as follows:

11 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
12 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
13 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
14 terminated on March 25, 2006.

15 SPECIAL INTERROGATORY NO. 141

16 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
17 store in La Jolla, California?

18 RESPONSE TO SPECIAL INTERROGATORY NO. 141

19 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
20 Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally,
21 Defendants object to the definition of “Arrears Program” which inaccurately states the policy and
22 practice.

23 Subject to and without waiving these objections, Defendants respond as follows:

24 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
25 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
26 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
27 terminated on March 25, 2006.

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1 SPECIAL INTERROGATORY NO. 142

2 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
3 YOUR Ralph Lauren store in La Jolla, California, identify the date YOU discontinued using it.

4 RESPONSE TO SPECIAL INTERROGATORY NO. 142

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
6 Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible.
7 Defendants further object to the definition of “Arrears Program” which inaccurately states the policy
8 and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to
9 “adjust employee wages.”

10 Subject to and without waiving these objections, Defendants respond as follows:

11 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
12 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
13 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
14 terminated on March 25, 2006.

15 SPECIAL INTERROGATORY NO. 143

16 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
17 PROGRAM to adjust employee wages in YOUR Ralph Lauren store in Malibu, California?

18 RESPONSE TO SPECIAL INTERROGATORY NO. 143

19 Defendants object to this interrogatory on the grounds that it is vague and ambiguous and
20 object as to time as the interrogatory requests information for a time period prior to the store’s
21 existence. Defendants also object that the terms “used” and “adjust” are vague, ambiguous and
22 unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately
23 states the policy and practice. Finally, Defendants object to the characterization of the “Arrears
24 Program” as used to “adjust employee wages.”

25 Subject to and without waiving these objections, Defendants respond as follows:

26 An “Arrears Program” was never implemented in this store.

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1 SPECIAL INTERROGATORY NO. 144

2 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
3 store in Malibu, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 144

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
6 Defendants further object that the term "use" is vague, ambiguous and unintelligible. Finally,
7 Defendants object to the definition of "Arrears Program" which inaccurately states the policy and
8 practice.

9 Subject to and without waiving these objections, Defendants respond as follows:

10 An "Arrears Program" was never implemented in this store.

11 SPECIAL INTERROGATORY NO. 145

12 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages YOUR
13 Ralph Lauren store in Malibu, California, identify the date YOU discontinued using it.

14 RESPONSE TO SPECIAL INTERROGATORY NO. 145

15 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
16 Defendants also object that the terms "using" and "adjust" are vague, ambiguous and unintelligible.
17 Defendants further object to the definition of "Arrears Program" which inaccurately states the policy
18 and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to
19 "adjust employee wages."

20 Subject to and without waiving these objections, Defendants respond as follows:

21 An "Arrears Program" was never implemented in this store.

22 SPECIAL INTERROGATORY NO. 146

23 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
24 PROGRAM to adjust employee wages in YOUR Ralph Lauren store in Palo Alto, California?

25 RESPONSE TO SPECIAL INTERROGATORY NO. 146

26 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
27 Defendants also object that the terms "used" and "adjust" are vague, ambiguous and unintelligible.
28 Defendants further object to the definition of "Arrears Program" which inaccurately states the policy

1 and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to
2 “adjust employee wages.”

3 Subject to and without waiving these objections, Defendants respond as follows:

4 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
5 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
6 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
7 terminated on March 25, 2006.

8 SPECIAL INTERROGATORY NO. 147

9 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
10 store in Palo Alto, California?

11 RESPONSE TO SPECIAL INTERROGATORY NO. 147

12 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
13 Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally,
14 Defendants object to the definition of “Arrears Program” which inaccurately states the policy and
15 practice.

16 Subject to and without waiving these objections, Defendants respond as follows:

17 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
18 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
19 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
20 terminated on March 25, 2006.

21 SPECIAL INTERROGATORY NO. 148

22 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages YOUR
23 Ralph Lauren store in Palo Alto, California, identify the date YOU discontinued using it.

24 RESPONSE TO SPECIAL INTERROGATORY NO. 148

25 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
26 Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible.
27 Defendants further object to the definition of “Arrears Program” which inaccurately states the policy
28

1 and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to
2 "adjust employee wages."

3 Subject to and without waiving these objections, Defendants respond as follows:

4 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
5 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
6 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
7 terminated on March 25, 2006.

8 SPECIAL INTERROGATORY NO. 149

9 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
10 PROGRAM to adjust employee wages in YOUR Rugby store in Palo Alto, California?

11 RESPONSE TO SPECIAL INTERROGATORY NO. 149

12 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
13 sales associate in this store is paid commission wages and object as to time as the interrogatory
14 requests information for a time period prior to the store's existence. Defendants also object that the
15 terms "used" and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the
16 definition of "Arrears Program" which inaccurately states the policy and practice. Finally,
17 Defendants object to the characterization of the "Arrears Program" as used to "adjust employee
18 wages."

19 Subject to and without waiving these objections, Defendants respond as follows:

20 An "Arrears Program" was never implemented in this store.

21 SPECIAL INTERROGATORY NO. 150

22 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Rugby store in
23 Palo Alto, California?

24 RESPONSE TO SPECIAL INTERROGATORY NO. 150

25 Defendants object to this interrogatory on the grounds that it is vague, ambiguous and
26 unintelligible as no sales associate in this store is paid commission wages. Defendants further object
27 that the term "use" is vague, ambiguous and unintelligible. Finally, Defendants object to the
28 definition of "Arrears Program" which inaccurately states the policy and practice.

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 151

4 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
5 YOUR Rugby store in Palo Alto, California, identify the date YOU discontinued using it.

6 SPECIAL RESPONSE TO SPECIAL INTERROGATORY NO. 151

7 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
8 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
9 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
10 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
11 characterization of the "Arrears Program" as used to "adjust employee wages."

12 Subject to and without waiving these objections, Defendants respond as follows:

13 An "Arrears Program" was never implemented in this store.

14 SPECIAL INTERROGATORY NO. 152

15 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
16 PROGRAM to adjust employee wages in YOUR Ralph Lauren store in Sacramento, California?

17 RESPONSE TO SPECIAL INTERROGATORY NO. 152

18 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
19 Defendants also object that the terms "used" and "adjust" are vague, ambiguous and unintelligible.
20 Defendants further object to the definition of "Arrears Program" which inaccurately states the policy
21 and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to
22 "adjust employee wages."

23 Subject to and without waiving these objections, Defendants respond as follows:

24 The Sacramento store is fowned by a licensee of Defendants and as a result, Defendants have
25 no knowledge or information to be able to respond to this request.

26 SPECIAL INTERROGATORY NO. 153

27 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
28 store in Sacramento, California?

1 RESPONSE TO SPECIAL INTERROGATORY NO. 153

2 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
3 Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally,
4 Defendants object to the definition of “Arrears Program” which inaccurately states the policy and
5 practice.

6 Subject to and without waiving these objections, Defendants respond as follows:

7 The Sacramento store is owned by a licensee of Defendants and as a result, Defendants have
8 no knowledge or information to be able to respond to this request.

9 SPECIAL INTERROGATORY NO. 154

10 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
11 YOUR Ralph Lauren store in Sacramento, California, identify the date YOU discontinued using it.

12 RESPONSE TO SPECIAL INTERROGATORY NO. 154

13 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
14 Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible.
15 Defendants further object to the definition of “Arrears Program” which inaccurately states the policy
16 and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to
17 “adjust employee wages.”

18 Subject to and without waiving these objections, Defendants respond as follows:

19 The Sacramento store is owned by a licensee of Defendants and as a result, Defendants have
20 no knowledge or information to be able to respond to this request.

21 SPECIAL INTERROGATORY NO. 155

22 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
23 PROGRAM to adjust employee wages in YOUR Ralph Lauren store in San Francisco, California?

24 RESPONSE TO SPECIAL INTERROGATORY NO. 155

25 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
26 Defendants also object that the terms “used” and “adjust” are vague, ambiguous and unintelligible.
27 Defendants further object to the definition of “Arrears Program” which inaccurately states the policy
28

1 and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to
2 “adjust employee wages.”

3 Subject to and without waiving these objections, Defendants respond as follows:

4 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
5 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
6 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
7 terminated on March 25, 2006.

8 SPECIAL INTERROGATORY NO. 156

9 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Ralph Lauren
10 store in San Francisco, California?

11 RESPONSE TO SPECIAL INTERROGATORY NO. 156

12 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
13 Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally,
14 Defendants object to the definition of “Arrears Program” which inaccurately states the policy and
15 practice.

16 Subject to and without waiving these objections, Defendants respond as follows:

17 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
18 quarter of fiscal year 2005. During pay periods in which a sales associates’ earned commissions
19 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
20 terminated on March 25, 2006.

21 SPECIAL INTERROGATORY NO. 157

22 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
23 YOUR Ralph Lauren store in San Francisco, California, identify the date YOU discontinued using it.

24 RESPONSE TO SPECIAL INTERROGATORY NO. 157

25 Defendants object to this interrogatory on the grounds that it is vague and ambiguous.
26 Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible.
27 Defendants further object to the definition of “Arrears Program” which inaccurately states the policy
28

1 and practice. Finally, Defendants object to the characterization of the "Arrears Program" as used to
2 "adjust employee wages."

3 Subject to and without waiving these objections, Defendants respond as follows:

4 All sales associates hired after April 18, 2004 were subject to arrears beginning in the second
5 quarter of fiscal year 2005. During pay periods in which a sales associates' earned commissions
6 failed to cover their base salary, the sales associate was subject to arrears. The arrears program was
7 terminated on March 25, 2006.

8 SPECIAL INTERROGATORY NO. 158

9 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
10 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Alpine,
11 California?

12 RESPONSE TO SPECIAL INTERROGATORY NO. 158

13 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
14 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
15 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
16 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
17 characterization of the "Arrears Program" as used to "adjust employee wages."

18 Subject to and without waiving these objections, Defendants respond as follows:

19 An "Arrears Program" was never implemented in this store.

20 SPECIAL INTERROGATORY NO. 159

21 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
22 Lauren Factory store in Alpine, California?

23 RESPONSE TO SPECIAL INTERROGATORY NO. 159

24 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
25 sales associate in this store is paid commission wages. Defendants further object that the term "use"
26 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
27 Program" which inaccurately states the policy and practice.

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1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 160

4 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
5 YOUR Polo Ralph Lauren Factory store in Alpine, California, identify the date YOU discontinued
6 using it.

7 RESPONSE TO SPECIAL INTERROGATORY NO. 160

8 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
9 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
10 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
11 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
12 characterization of the "Arrears Program" as used to "adjust employee wages."

13 Subject to and without waiving these objections, Defendants respond as follows:

14 An "Arrears Program" was never implemented in this store.

15 SPECIAL INTERROGATORY NO. 161

16 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
17 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Anderson,
18 California?

19 RESPONSE TO SPECIAL INTERROGATORY NO. 161

20 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
21 sales associate in this store is paid commission wages. Defendants further object that the term "used"
22 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
23 Program" which inaccurately states the policy and practice.

24 Subject to and without waiving these objections, Defendants respond as follows:

25 An "Arrears Program" was never implemented in this store.

26 SPECIAL INTERROGATORY NO. 162

27 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
28 Lauren Factory store in Anderson, California?

1 RESPONSE TO SPECIAL INTERROGATORY NO. 162

2 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
3 sales associate in this store is paid commission wages. Defendants further object that the term “use”
4 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears
5 Program” which inaccurately states the policy and practice.

6 Subject to and without waiving these objections, Defendants respond as follows:

7 An “Arrears Program” was never implemented in this store.

8 SPECIAL INTERROGATORY NO. 163

9 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
10 YOUR Polo Ralph Lauren Factory store in Anderson, California, identify the date YOU discontinued
11 using it.

12 RESPONSE TO SPECIAL INTERROGATORY NO. 163

13 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
14 sales associate in this store is paid commission wages. Defendants further object that the term “using”
15 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears
16 Program” which inaccurately states the policy and practice.

17 Subject to and without waiving these objections, Defendants respond as follows:

18 An “Arrears Program” was never implemented in this store.

19 SPECIAL INTERROGATORY NO. 164

20 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
21 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Barstow,
22 California?

23 RESPONSE TO SPECIAL INTERROGATORY NO. 164

24 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
25 sales associate in this store is paid commission wages. Defendants also object that the terms “used”
26 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
27 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
28 characterization of the “Arrears Program” as used to “adjust employee wages.”

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 165

4 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
5 Lauren Factory store in Barstow, California?

6 RESPONSE TO SPECIAL INTERROGATORY NO. 165

7 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
8 sales associate in this store is paid commission wages. Defendants further object that the term "using"
9 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
10 Program" which inaccurately states the policy and practice.

11 Subject to and without waiving these objections, Defendants respond as follows:

12 An "Arrears Program" was never implemented in this store.

13 SPECIAL INTERROGATORY NO. 166

14 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
15 YOUR Polo Ralph Lauren Factory store in Barstow, California, identify the date YOU discontinued
16 using it.

17 RESPONSE TO SPECIAL INTERROGATORY NO. 166

18 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
19 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
20 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
21 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
22 characterization of the "Arrears Program" as used to "adjust employee wages."

23 Subject to and without waiving these objections, Defendants respond as follows:

24 An "Arrears Program" was never implemented in this store.

25 SPECIAL INTERROGATORY NO. 167

26 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS.
27 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Cabazon,
28 California?

1 RESPONSE TO SPECIAL INTERROGATORY NO. 167

2 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
3 sales associate in this store is paid commission wages. Defendants also object that the terms “used”
4 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
5 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
6 characterization of the “Arrears Program” as used to “adjust employee wages.”

7 Subject to and without waiving these objections, Defendants respond as follows:

8 An “Arrears Program” was never implemented in this store.

9 SPECIAL INTERROGATORY NO. 168

10 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
11 Lauren Factory store in Cabazon, California?

12 RESPONSE TO SPECIAL INTERROGATORY NO. 168

13 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
14 sales associate in this store is paid commission wages. Defendants further object that the term “using”
15 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears
16 Program” which inaccurately states the policy and practice.

17 Subject to and without waiving these objections, Defendants respond as follows:

18 An “Arrears Program” was never implemented in this store.

19 SPECIAL INTERROGATORY NO. 169

20 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
21 YOUR Polo Ralph Lauren Factory store in Cabazon, California, identify the date YOU discontinued
22 using it.

23 RESPONSE TO SPECIAL INTERROGATORY NO. 169

24 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
25 sales associate in this store is paid commission wages. Defendants also object that the terms “using”
26 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
27 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
28 characterization of the “Arrears Program” as used to “adjust employee wages.”

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 170

4 At any time between May 30, 2002, and the present have YOU used YOUR ARREARS
5 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Camarillo,
6 California?

7 RESPONSE TO SPECIAL INTERROGATORY NO. 170

8 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
9 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
10 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
11 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
12 characterization of the "Arrears Program" as used to "adjust employee wages."

13 Subject to and without waiving these objections, Defendants respond as follows:

14 An "Arrears Program" was never implemented in this store.

15 SPECIAL INTERROGATORY NO. 171

16 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
17 Lauren Factory store in Camarillo, California?

18 RESPONSE TO SPECIAL INTERROGATORY NO. 171

19 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
20 sales associate in this store is paid commission wages. Defendants further object that the term "use"
21 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
22 Program" which inaccurately states the policy and practice.

23 Subject to and without waiving these objections, Defendants respond as follows:

24 An "Arrears Program" was never implemented in this store.

25 SPECIAL INTERROGATORY NO. 172

26 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
27 YOUR Polo Ralph Lauren Factory store in Camarillo, California, identify the date YOU discontinued
28 using it.

RESPONSE TO SPECIAL INTERROGATORY NO. 172

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to “adjust employee wages.”

Subject to and without waiving these objections, Defendants respond as follows:

An “Arrears Program” was never implemented in this store.

SPECIAL INTERROGATORY NO. 173

At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Carlsbad, California?

RESPONSE TO SPECIAL INTERROGATORY NO. 173

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants also object that the terms “used” and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to “adjust employee wages.”

Subject to and without waiving these objections, Defendants respond as follows:

An “Arrears Program” was never implemented in this store.

SPECIAL INTERROGATORY NO. 174

On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph Lauren Factory store in Carlsbad, California?

RESPONSE TO SPECIAL INTERROGATORY NO. 174

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears Program” which inaccurately states the policy and practice.

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 175

4 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
5 YOUR Polo Ralph Lauren Factory store in Carlsbad, California, identify the date YOU discontinued
6 using it.

7 RESPONSE TO SPECIAL INTERROGATORY NO. 175

8 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
9 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
10 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
11 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
12 characterization of the "Arrears Program" as used to "adjust employee wages."

13 Subject to and without waiving these objections, Defendants respond as follows:

14 An "Arrears Program" was never implemented in this store.

15 SPECIAL INTERROGATORY NO. 176

16 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
17 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Gilroy,
18 California?

19 RESPONSE TO SPECIAL INTERROGATORY NO. 176

20 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
21 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
22 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
23 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
24 characterization of the "Arrears Program" as used to "adjust employee wages."

25 Subject to and without waiving these objections, Defendants respond as follows:

26 An "Arrears Program" was never implemented in this store.

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1 SPECIAL INTERROGATORY NO. 177

2 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
3 Lauren Factory store in Gilroy, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 177

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
6 sales associate in this store is paid commission wages. Defendants further object that the term "use"
7 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
8 Program" which inaccurately states the policy and practice.

9 Subject to and without waiving these objections, Defendants respond as follows:

10 An "Arrears Program" was never implemented in this store.

11 SPECIAL INTERROGATORY NO. 178

12 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
13 YOUR Polo Ralph Lauren Factory store in Gilroy, California, identify the date YOU discontinued
14 using it.

15 RESPONSE TO SPECIAL INTERROGATORY NO. 178

16 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
17 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
18 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
19 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
20 characterization of the "Arrears Program" as used to "adjust employee wages."

21 Subject to and without waiving these objections, Defendants respond as follows:

22 An "Arrears Program" was never implemented in this store.

23 SPECIAL INTERROGATORY NO. 179

24 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
25 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Mammoth
26 Lakes, California?

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1 RESPONSE TO SPECIAL INTERROGATORY NO. 179

2 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
3 sales associate in this store is paid commission wages. Defendants also object that the terms “used”
4 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
5 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
6 characterization of the “Arrears Program” as used to “adjust employee wages.”

7 Subject to and without waiving these objections, Defendants respond as follows:

8 An “Arrears Program” was never implemented in this store.

9 SPECIAL INTERROGATORY NO. 180

10 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
11 Lauren Factory store in Mammoth Lakes, California?

12 RESPONSE TO SPECIAL INTERROGATORY NO. 180

13 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
14 sales associate in this store is paid commission wages. Defendants further object that the term “use”
15 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears
16 Program” which inaccurately states the policy and practice.

17 Subject to and without waiving these objections, Defendants respond as follows:

18 An “Arrears Program” was never implemented in this store.

19 SPECIAL INTERROGATORY NO. 181

20 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
21 YOUR Polo Ralph Lauren Factory store in Mammoth Lakes, California, identify the date YOU
22 discontinued using it.

23 RESPONSE TO SPECIAL INTERROGATORY NO. 181

24 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
25 sales associate in this store is paid commission wages. Defendants also object that the terms “using”
26 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
27 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
28 characterization of the “Arrears Program” as used to “adjust employee wages.”

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 182

4 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
5 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Ontario,
6 California?

7 RESPONSE TO SPECIAL INTERROGATORY NO. 182

8 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
9 sales associate in this store is paid commission wages and object as to time as the interrogatory
10 requests information for a time period prior to the store's existence. Defendants also object that the
11 terms "used" and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the
12 definition of "Arrears Program" which inaccurately states the policy and practice. Finally,
13 Defendants object to the characterization of the "Arrears Program" as used to "adjust employee
14 wages."

15 Subject to and without waiving these objections, Defendants respond as follows:

16 An "Arrears Program" was never implemented in this store.

17 SPECIAL INTERROGATORY NO. 183

18 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
19 Lauren Factory store in Ontario, California?

20 RESPONSE TO SPECIAL INTERROGATORY NO. 183

21 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
22 sales associate in this store is paid commission wages. Defendants further object that the term "use"
23 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
24 Program" which inaccurately states the policy and practice.

25 Subject to and without waiving these objections, Defendants respond as follows:

26 An "Arrears Program" was never implemented in this store.

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1 SPECIAL INTERROGATORY NO. 184

2 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
3 YOUR Polo Ralph Lauren Factory store in Ontario, California, identify the date YOU discontinued
4 using it.

5 RESPONSE TO SPECIAL INTERROGATORY NO. 184

6 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
7 sales associate in this store is paid commission wages and object as to time as the interrogatory
8 requests information for a time period prior to the store's existence. Defendants also object that the
9 terms "using" and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the
10 definition of "Arrears Program" which inaccurately states the policy and practice. Finally,
11 Defendants object to the characterization of the "Arrears Program" as used to "adjust employee
12 wages."

13 Subject to and without waiving these objections, Defendants respond as follows:

14 An "Arrears Program" was never implemented in this store.

15 SPECIAL INTERROGATORY NO. 185

16 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
17 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Pismo Beach,
18 California?

19 RESPONSE TO SPECIAL INTERROGATORY NO. 185

20 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
21 sales associate in this store is paid commission wages and object as to time as the interrogatory
22 requests information for a time period prior to the store's existence. Defendants also object that the
23 terms "used" and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the
24 definition of "Arrears Program" which inaccurately states the policy and practice. Finally,
25 Defendants object to the characterization of the "Arrears Program" as used to "adjust employee
26 wages."

27 Subject to and without waiving these objections, Defendants respond as follows:

28 An "Arrears Program" was never implemented in this store.

1 SPECIAL INTERROGATORY NO. 186

2 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
3 Lauren Factory store in Pismo Beach, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 186

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
6 sales associate in this store is paid commission wages. Defendants further object that the term "use"
7 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
8 Program" which inaccurately states the policy and practice.

9 Subject to and without waiving these objections, Defendants respond as follows:

10 An "Arrears Program" was never implemented in this store.

11 SPECIAL INTERROGATORY NO. 187

12 If YOU discontinued using, YOUR ARREARS PROGRAM to adjust employee wages in
13 YOUR Polo Ralph Lauren Factory store in Pismo Beach, California, identify the date YOU
14 discontinued using it.

15 RESPONSE TO SPECIAL INTERROGATORY NO. 187

16 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
17 sales associate in this store is paid commission wages. Defendants further object that the term "using"
18 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
19 Program" which inaccurately states the policy and practice.

20 Subject to and without waiving these objections, Defendants respond as follows:

21 An "Arrears Program" was never implemented in this store.

22 SPECIAL INTERROGATORY NO. 188

23 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
24 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in San Diego,
25 California?

26 RESPONSE TO SPECIAL INTERROGATORY NO. 188

27 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
28 sales associate in this store is paid commission wages. Defendants also object that the terms "used"

1 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
2 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
3 characterization of the "Arrears Program" as used to "adjust employee wages."

4 Subject to and without waiving these objections, Defendants respond as follows:

5 An "Arrears Program" was never implemented in this store.

6 SPECIAL INTERROGATORY NO. 189

7 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
8 Lauren Factory store in San Diego, California?

9 RESPONSE TO SPECIAL INTERROGATORY NO. 189

10 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
11 sales associate in this store is paid commission wages. Defendants further object that the term "use"
12 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
13 Program" which inaccurately states the policy and practice.

14 Subject to and without waiving these objections, Defendants respond as follows:

15 An "Arrears Program" was never implemented in this store.

16 SPECIAL INTERROGATORY NO. 190

17 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
18 YOUR Polo Ralph Lauren Factory store in San Diego, California, identify the date YOU
19 discontinued using it.

20 RESPONSE TO SPECIAL INTERROGATORY NO. 190

21 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
22 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
23 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
24 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
25 characterization of the "Arrears Program" as used to "adjust employee wages."

26 Subject to and without waiving these objections, Defendants respond as follows:

27 An "Arrears Program" was never implemented in this store.

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1 SPECIAL INTERROGATORY NO. 191

2 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
3 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Tulare,
4 California?

5 RESPONSE TO SPECIAL INTERROGATORY NO. 191

6 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
7 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
8 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
9 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
10 characterization of the "Arrears Program" as used to "adjust employee wages."

11 Subject to and without waiving these objections, Defendants respond as follows:

12 An "Arrears Program" was never implemented in this store.

13 SPECIAL INTERROGATORY NO. 192

14 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
15 Lauren Factory store in Tulare, California?

16 RESPONSE TO SPECIAL INTERROGATORY NO. 192

17 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
18 sales associate in this store is paid commission wages. Defendants further object that the term "use"
19 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
20 Program" which inaccurately states the policy and practice.

21 Subject to and without waiving these objections, Defendants respond as follows:

22 An "Arrears Program" was never implemented in this store.

23 SPECIAL INTERROGATORY NO. 193

24 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
25 YOUR Polo Ralph Lauren Factory store in Tulare, California, identify the date YOU discontinued
26 using it.

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1 RESPONSE TO SPECIAL INTERROGATORY NO. 193

2 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
3 sales associate in this store is paid commission wages. Defendants also object that the terms “using”
4 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
5 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
6 characterization of the “Arrears Program” as used to “adjust employee wages.”

7 Subject to and without waiving these objections, Defendants respond as follows:

8 An “Arrears Program” was never implemented in this store.

9 SPECIAL INTERROGATORY NO. 194

10 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
11 PROGRAM to adjust employee wages in YOUR Polo Ralph Lauren Factory store in Vacaville,
12 California?

13 RESPONSE TO SPECIAL INTERROGATORY NO. 194

14 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
15 sales associate in this store is paid commission wages. Defendants also object that the terms “used”
16 and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of
17 “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the
18 characterization of the “Arrears Program” as used to “adjust employee wages.”

19 Subject to and without waiving these objections, Defendants respond as follows:

20 An “Arrears Program” was never implemented in this store.

21 SPECIAL INTERROGATORY NO. 195

22 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Ralph
23 Lauren Factory store in Vacaville, California?

24 RESPONSE TO SPECIAL INTERROGATORY NO. 195

25 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
26 sales associate in this store is paid commission wages. Defendants further object that the term “use”
27 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears
28 Program” which inaccurately states the policy and practice.

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 196

4 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
5 YOUR Polo Ralph Lauren Factory store in Vacaville, California, identify the date YOU discontinued
6 using it.

7 RESPONSE TO SPECIAL INTERROGATORY NO. 196

8 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
9 sales associate in this store is paid commission wages. Defendants also object that the terms "using"
10 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
11 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
12 characterization of the "Arrears Program" as used to "adjust employee wages."

13 Subject to and without waiving these objections, Defendants respond as follows:

14 An "Arrears Program" was never implemented in this store.

15 SPECIAL INTERROGATORY NO. 197

16 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
17 PROGRAM to adjust employee wages in YOUR Polo Jeans Co. Factory store in Cabazon,
18 California?

19 RESPONSE TO SPECIAL INTERROGATORY NO. 197

20 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
21 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
22 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
23 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
24 characterization of the "Arrears Program" as used to "adjust employee wages."

25 Subject to and without waiving these objections, Defendants respond as follows:

26 An "Arrears Program" was never implemented in this store.

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1 SPECIAL INTERROGATORY NO. 198

2 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Jeans Co.
3 Factory store in Cabazon, California?

4 RESPONSE TO SPECIAL INTERROGATORY NO. 198

5 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
6 sales associate in this store is paid commission wages. Defendants further object that the term "use"
7 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
8 Program" which inaccurately states the policy and practice.

9 Subject to and without waiving these objections, Defendants respond as follows:

10 An "Arrears Program" was never implemented in this store.

11 SPECIAL INTERROGATORY NO. 199

12 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
13 YOUR Polo Jeans Co. Factory store in Alpine, California, identify the date YOU discontinued using
14 it.

15 RESPONSE TO SPECIAL INTERROGATORY NO. 199

16 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
17 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
18 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
19 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
20 characterization of the "Arrears Program" as used to "adjust employee wages."

21 Subject to and without waiving these objections, Defendants respond as follows:

22 An "Arrears Program" was never implemented in this store.

23 SPECIAL INTERROGATORY NO. 200

24 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
25 PROGRAM to adjust employee wages in YOUR Polo Jeans Co. Factory store in Camarillo,
26 California?

27 ///

28 ///

RESPONSE TO SPECIAL INTERROGATORY NO. 200

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants also object that the terms “used” and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to “adjust employee wages.”

Subject to and without waiving these objections, Defendants respond as follows:

An “Arrears Program” was never implemented in this store.

SPECIAL INTERROGATORY NO. 201

On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Jeans Co. Factory store in Camarillo, California?

RESPONSE TO SPECIAL INTERROGATORY NO. 201

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears Program” which inaccurately states the policy and practice.

Subject to and without waiving these objections, Defendants respond as follows:

An “Arrears Program” was never implemented in this store.

SPECIAL INTERROGATORY NO. 202

If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in YOUR Polo Jeans Co. Factory store in Camarillo, California, identify the date YOU discontinued using it.

RESPONSE TO SPECIAL INTERROGATORY NO. 202

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to “adjust employee wages.”

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 203

4 At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS
5 PROGRAM to adjust employee wages in YOUR Polo Jeans Co. Factory store in Gilroy, California?

6 RESPONSE TO SPECIAL INTERROGATORY NO. 203

7 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
8 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
9 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
10 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
11 characterization of the "Arrears Program" as used to "adjust employee wages."

12 Subject to and without waiving these objections, Defendants respond as follows:

13 An "Arrears Program" was never implemented in this store.

14 SPECIAL INTERROGATORY NO. 204

15 On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Jeans Co.
16 Factory store in Gilroy, California?

17 RESPONSE TO SPECIAL INTERROGATORY NO. 204

18 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
19 sales associate in this store is paid commission wages. Defendants further object that the term "use"
20 is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of "Arrears
21 Program" which inaccurately states the policy and practice.

22 Subject to and without waiving these objections, Defendants respond as follows:

23 An "Arrears Program" was never implemented in this store.

24 SPECIAL INTERROGATORY NO. 205

25 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
26 YOUR Polo Jeans Co. Factory store in Gilroy, California, identify the date YOU discontinued using
27 it.

28 ///

RESPONSE TO SPECIAL INTERROGATORY NO. 205

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants also object that the terms “using” and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to “adjust employee wages.”

Subject to and without waiving these objections, Defendants respond as follows:

An “Arrears Program” was never implemented in this store.

SPECIAL INTERROGATORY NO. 206

At any time between May 30, 2002, and the present, have YOU used YOUR ARREARS PROGRAM to adjust employee wages in YOUR Polo Jeans Co. Factory store San Diego, California?

RESPONSE TO SPECIAL INTERROGATORY NO. 206

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants also object that the terms “used” and “adjust” are vague, ambiguous and unintelligible. Defendants further object to the definition of “Arrears Program” which inaccurately states the policy and practice. Finally, Defendants object to the characterization of the “Arrears Program” as used to “adjust employee wages.”

Subject to and without waiving these objections, Defendants respond as follows:

An “Arrears Program” was never implemented in this store.

SPECIAL INTERROGATORY NO. 207

On what date did YOU begin to use YOUR ARREARS PROGRAM in YOUR Polo Jeans Co. Factory store in San Diego, California?

RESPONSE TO SPECIAL INTERROGATORY NO. 207

Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no sales associate in this store is paid commission wages. Defendants further object that the term “use” is vague, ambiguous and unintelligible. Finally, Defendants object to the definition of “Arrears Program” which inaccurately states the policy and practice.

///

1 Subject to and without waiving these objections, Defendants respond as follows:

2 An "Arrears Program" was never implemented in this store.

3 SPECIAL INTERROGATORY NO. 208

4 If YOU discontinued using YOUR ARREARS PROGRAM to adjust employee wages in
5 YOUR Polo Jeans Co. Factory store in San Diego, California, identify the date YOU discontinued
6 using it.

7 RESPONSE TO SPECIAL INTERROGATORY NO. 208

8 Defendants object to this interrogatory on the grounds that it is vague and ambiguous as no
9 sales associate in this store is paid commission wages. Defendants also object that the terms "used"
10 and "adjust" are vague, ambiguous and unintelligible. Defendants further object to the definition of
11 "Arrears Program" which inaccurately states the policy and practice. Finally, Defendants object to the
12 characterization of the "Arrears Program" as used to "adjust employee wages."

13 Subject to and without waiving these objections, Defendants respond as follows:

14 An "Arrears Program" was never implemented in this store.

15 SPECIAL INTERROGATORY NO. 209

16 If YOU contend YOUR policies pertaining to loss prevention inspections of YOUR
17 employees in YOUR "Ralph Lauren" stores (see Exhibit B, "Ralph Lauren Store Locations" printout
18 from www.polo.com) differed from store to store in any way between May 30, 2002 and the present,
19 describe those differences in detail.

20 RESPONSE TO SPECIAL INTERROGATORY NO. 209

21 Defendants object to this interrogatory on the grounds that it is overly broad, unduly
22 burdensome, is compound in nature, and is unduly burdensome and oppressive. Defendants further
23 object to this interrogatory as vague, ambiguous and overbroad, and unintelligible as to the terms
24 "policies," "Ralph Lauren' stores," "differed from store to store in any way" and as to time.

25 Subject to and without waiving these objections, Defendants respond as follow:

26 Beverly Hills:

27 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
28 Handbook" that provides:

1 All packages are subject to inspection by Store Management.
2 Inspections will be conducted at the employee entrances and exits. A
sales receipt must accompany all purchases made by employees.

3 The Company reserves the right to randomly inspect all shopping bags,
4 briefcases, totes, handbags or other items taken from the store as well
as work areas and lockers. Such inspections are a condition of
5 employment.

6 There are three patron exits to the store. Two of the exits are located at the front of the store,
7 through the main exit on Rodeo Drive. The doors sit opposite to one another in the foyer through the
8 main exit. The third exit, the valet exit, is located at the back of the building. There are two other pass
9 ways in the Beverly Hills store. There is the shipping and receiving freight elevator, located at the
10 ground level at the back of the store off the alleyway and an emergency exit located in the employee
11 locker room and that exits to the back of the store on the second level. At present, employees are
12 required to exit the store using the designated "valet exit." Prior to a Sales Associate's departure from
13 the store, he/she must contact a Manager who will escort him/her to the door. Only managers,
14 including the General Manager, Department Managers, Assistant Department Managers,
15 Housekeeping Manager, Shipping/Receiving Manager, Alterations Manager and key holders (if there
16 are any) have the authority to excuse a Sales Associate from the store and perform a bag inspection
17 search. The bag inspection search only applies to all packages, including, but not limited to, shopping
18 bags, briefcases, totes and handbags that are in the possession of the Sales Associate when he/she
exits the store at any given time.

19 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
20 Sales Associate may locate a manager either by finding him/her on the sales floor or the back of
21 house, or by contacting him/her through the manager's portable phone. All managers in the store
22 have portable phones. There is no formalized system for when a Sales Associate must clock-out,
23 either before or after finding a manager to excuse him/her from the store. Some Sales Associates
24 clock-out when they leave the sales floor to gather their personal belongings from the back house and
25 some Sales Associates clock-out after they have gathered their personal belongings and are ready to
26 leave, either before or soon after locating a manager.
27
28

1 Once a manager has been located and informed that the Sales Associate wishes to leave the
 2 store, the manager will then escort the Sales Associate to the valet exit to perform the bag inspection
 3 search. For sales associates who are at the back of the house, in certain instances, those Sales
 4 Associates will leave through the shipping and receiving exit that is connected to the freight elevator.
 5 These Sales Associates generally are inspected by the Shipping and Receiving Manager, Operations
 6 Manager or Manager for Alterations, all whom are located at the back of the house and located right
 7 near the shipping and receiving exit.

8 All managers when inspecting packages, including, but not limited to, shopping bags,
 9 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the
 10 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
 11 within the package but may ask the Sales Associate to open compartments and move items around so
 12 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
 13 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
 14 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.

15 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
 16 Associates usually exit the store with the closing manager. The closing manager usually takes
 17 responsibility for performing the loss prevention searches. When the Sales Associates are prepared to
 18 leave, they congregate near the valet exit of the store and are one-by-one inspected by the manager.

19 Burlingame:

20 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
 21 Handbook" that provides:

22 All packages are subject to inspection by Store Management.
 23 Inspections will be conducted at the employee entrances and exits. A
 sales receipt must accompany all purchases made by employees.

24 The Company reserves the right to randomly inspect all shopping bags,
 25 briefcases, totes, handbags or other items taken from the store as well
 26 as work areas and lockers. Such inspections are a condition of
 employment.

27 There is one patron exit to the store that is located at the front of the store on Burlingame
 28 Avenue. There is a second exit that is located at the back of the store near the shipping and receiving

1 office. The door is also the emergency exit. At present, Sales Associates are required to enter and exit
2 the store using the designated "back exit." For rest and meal breaks, Sales Associates may come and
3 go using the main front exit on Burlingame Avenue. Prior to a Sales Associate's departure from the
4 store, he/she must contact a Manager who will escort him/her to the door. Only managers, including
5 the General Manager, Assistant General Manager, Assistant Manager and key holder (if there are
6 any) have the authority to excuse a Sales Associate from the store and perform a bag inspection
7 search. At present, there is one key holder in the store who also responsible for shipping and
8 receiving so is located at the back of the store near the employee exit. The bag inspection search only
9 applies to all packages, including, but not limited to, shopping bags, briefcases, totes and handbags
10 that are in the possession of the Sales Associate when he/she exits the store at any given time.

11 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
12 Sales Associate may locate a manager either by finding him/her on the sales floor or the back of
13 house. There is no formalized system for when a Sales Associate must clock-out, either before or
14 after finding a manager to excuse him/her from the store. Some Sales Associates clock-out when they
15 leave the sales floor to gather their personal belongings from the back house and some Sales
16 Associates clock-out after they have gathered their personal belongings and are ready to leave, either
17 before or soon after locating a manager.

18 Once a manager has been located and informed that the Sales Associate wishes to leave the
19 store, the manager will then escort the Sales Associate to the exit to perform the bag inspection
20 search.

21 All managers when inspecting packages, including, but not limited to, shopping bags,
22 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the
23 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
24 within the package but may ask the Sales Associate to open compartments and move items around so
25 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
26 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
27 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.
28

1 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
 2 Associates usually exit the store with the closing manager. The closing manager usually takes
 3 responsibility for performing the loss prevention searches. When the Sales Associates are prepared to
 4 leave, they congregate near the back door exit of the store and are one-by-one inspected by the
 5 manager.

6 South Coast Plaza:

7 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
 8 Handbook" that provides:

9 All packages are subject to inspection by Store Management.
 10 Inspections will be conducted at the employee entrances and exits. A
 sales receipt must accompany all purchases made by employees.

11 The Company reserves the right to randomly inspect all shopping bags,
 12 briefcases, totes, handbags or other items taken from the store as well
 as work areas and lockers. Such inspections are a condition of
 employment.

13 There are two patron exits to the store, the main exit located at the front of the store and a side
 14 exit. At present, employees are required to exit the store using the designated "front door" exit. An
 15 emergency exit is located in the back of the house. Prior to a Sales Associate's departure from the
 16 store, he/she must contact a manager who will escort him/her to the door. Only managers, including
 17 the General Manager, Men's Department Manager and Women's Department Manager, and key
 18 holder (if there is one) have the authority to excuse a Sales Associate from the store and perform a
 19 bag inspection search. The bag inspection search only applies to all packages, including, but not
 20 limited to, shopping bags, briefcases, totes and handbags that are in the possession of the Sales
 21 Associate when he/she exits the store at any given time.

22 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
 23 Sales Associate may locate a manager either by finding him/her on the sales floor or at the back of
 24 house. There is no formalized system for when a Sales Associate must clock-out, either before or
 25 after finding a manager to excuse him/her from the store. Some Sales Associates clock-out when they
 26 leave the sales floor to gather their personal belongings from the back house and some Sales
 27 Associates clock-out after they have gathered their personal belongings and are ready to leave, either
 28 before or soon after locating a manager. There is a POS system located near the front door exit.

1 Once a manager has been located and informed that the Sales Associate wishes to leave the
2 store, the manager will then escort the Sales Associate to the front door exit to perform the bag
3 inspection search.

4 All managers when inspecting packages, including, but not limited to, shopping bags,
5 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the
6 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
7 within the package but may ask the Sales Associate to open compartments and move items around so
8 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
9 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
10 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.

11 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
12 Associates usually exit the store with the closing manager. The closing manager usually takes
13 responsibility for performing the loss prevention searches. When the Sales Associates are prepared to
14 leave, they congregate near the front door of the store and are one-by-one inspected by the manager.

15 La Jolla:

16 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
17 Handbook" that provides:

18 All packages are subject to inspection by Store Management.
19 Inspections will be conducted at the employee entrances and exits. A
sales receipt must accompany all purchases made by employees.

20 The Company reserves the right to randomly inspect all shopping bags,
21 briefcases, totes, handbags or other items taken from the store as well
22 as work areas and lockers. Such inspections are a condition of
employment.

23 There is one patron exit to the store, located at the front of the store on Girard Avenue. There
24 is also a back door and an emergency exit located at the back house of the store. Immediately across
25 from the back door exit is a flight of stairs leading up to the General Manager's office. At present,
26 employees are required to enter and exit the store using the designated "back door" exit. For rest and
27 meal breaks, Sales Associates may enter and exit through the main exit at the front of the store. Prior
28 to a Sales Associate's departure from the store, he/she must contact a manager who will escort

1 him/her to the door. Only managers, including the General Manager, Men's Department Manager
2 and Women's Department Manager, and key holder (if there is one) have the authority to excuse a
3 Sales Associate from the store and perform a bag inspection search. The bag inspection search only
4 applies to all packages, including, but not limited to, shopping bags, briefcases, totes and handbags
5 that are in the possession of the Sales Associate when he/she exits the store at any given time.

6 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
7 Sales Associate may locate a manager either by finding him/her on the sales floor, at the back of
8 house or in the managers' office, located right across from the employee exit. There is no formalized
9 system for when a Sales Associate must clock-out, either before or after finding a manager to excuse
10 him/her from the store. Some Sales Associates clock-out when they leave the sales floor to gather
11 their personal belongings from the back house and some Sales Associates clock-out after they have
12 gathered their personal belongings and are ready to leave, either before or soon after locating a
13 manager. Once a manager has been located and informed that the Sales Associate wishes to leave the
14 store, the manager will then escort the Sales Associate to the back door exit to perform the bag
15 inspection search.

16 All managers when inspecting packages, including, but not limited to, shopping bags,
17 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the
18 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
19 within the package but may ask the Sales Associate to open compartments and move items around so
20 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
21 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
22 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.

23 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
24 Associates usually exit the store with the closing manager. The closing manager usually takes
25 responsibility for performing the loss prevention searches. When the Sales Associates are prepared to
26 leave, they congregate near the front door of the store and are one-by-one inspected by the manager.

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1 Malibu:

2 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
3 Handbook" that provides:

4 All packages are subject to inspection by Store Management.
5 Inspections will be conducted at the employee entrances and exits. A
6 sales receipt must accompany all purchases made by employees.

7 The Company reserves the right to randomly inspect all shopping bags,
8 briefcases, totes, handbags or other items taken from the store as well
9 as work areas and lockers. Such inspections are a condition of
10 employment.

11 There are two stores located in Malibu that are next door to each other. The first store is the
12 Malibu Women's Store. The store has two patron exits. The main exit faces the street and the second
13 exit is located to the side of the store and empties into a courtyard that is part of the Malibu Women's
14 store space, although no retail items are sold on the patio area. The patio can be exited/entered
15 through a wooden gate which is closed after business hours. The floor room space of the Malibu store
16 is open without any dividing walls separating departments. Employees may exit the store either
17 through the front door or the side exit. Prior to a Sales Associate's departure from the store, he/she
18 must contact a manager who will escort him/her to the door. Only managers, including the General
19 Manager, Assistant Manager, and key holder (if there is one) have the authority to excuse a Sales
20 Associate from the store and perform a bag inspection search. The bag inspection search only applies
21 to all packages, including, but not limited to, shopping bags, briefcases, totes and handbags that are in
22 the possession of the Sales Associate when he/she exits the store at any given time.

23 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
24 Sales Associate may locate a manager either by finding her on the sales floor or in the back storage
25 room. In some instances, there may be only one manager on duty between the Women's store and the
26 RRL store, and that manager may be physically at the RRL store, located next door. In those cases,
27 the manager is contacted by phone and advised that the employee wishes to leave. There is no
28 formalized system for when a Sales Associate must clock-out, either before or after finding a
29 manager to excuse him/her from the store. Some Sales Associates clock-out when they leave the sales
30 floor to gather their personal belongings from the back house and some Sales Associates clock-out

1 after they have gathered their personal effects and are ready to leave, either before or soon after
2 locating a manager.

3 Once a manager has been located and informed that the Sales Associate wishes to leave the
4 store, the manager will then escort the Sales Associate to the door exit to perform the bag inspection
5 search.

6 At the second store, RRL, located next door to the Malibu Women's store, there is only one
7 door, which is akin to a garage door in look and size. The floor room space is also open, similar to the
8 Malibu Women's store, and without any partitions to distinguish different departments. Given the
9 small size of the store, there are only a couple of employees staffed at any given time.

10 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
11 Sales Associate may locate a manager either by finding her on the sales floor or in the back storage
12 room. In some instances, there may be only one manager on duty between the Women's store and the
13 RRL store, and that manager may be physically at the Women's store, located next door. In those
14 cases, the manager is contacted by phone and advised that the employee wishes to leave. There is no
15 formalized system for when a Sales Associate must clock-out, either before or after finding a
16 manager to excuse him/her from the store. Some Sales Associates clock-out when they leave the sales
17 floor to gather their personal belongings from the back house and some Sales Associates clock-out
18 after they have gathered their personal belongings and are ready to leave, either before or soon after
19 locating a manager

20 Once a manager has been located and informed that the Sales Associate wishes to leave the
21 store, the manager will then escort the Sales Associate to the front of the store to perform the bag
22 inspection search.

23 All managers when inspecting packages, including, but not limited to, shopping bags,
24 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the
25 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
26 within the package but may ask the Sales Associate to open compartments and move items around so
27 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
28

1 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
2 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.

3 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
4 Associates usually exit the store with the closing manager. The closing manager usually takes
5 responsibility for performing the loss prevention searches. At times, there may only be one closing
6 manager for both the Women's and RRL stores. The closing manager will usually first close one
7 store, then go next door to close that store. Once the manager is finished closing the second store and
8 is ready to leave, she will inspect all Sales Associate(s) present and then exit the store with them.

9 Palo Alto:

10 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
11 Handbook" that provides:

12 All packages are subject to inspection by Store Management.
13 Inspections will be conducted at the employee entrances and exits. A
14 sales receipt must accompany all purchases made by employees.

15 The Company reserves the right to randomly inspect all shopping bags,
16 briefcases, totes, handbags or other items taken from the store as well
17 as work areas and lockers. Such inspections are a condition of
18 employment.

19 There are two patron exits to the store which sit opposite on opposite sides to each other in the
20 atrium. At present, employees may exit the store using either of the patron exits. An emergency exit
21 is located in the back of the house on the second floor. Prior to a Sales Associate's departure from the
22 store, he/she must contact a manager who will escort him/her to the door. Only managers, including
23 the General Manager, Men's Department Manager, Women's Department Manager, Operations
24 Manager and key holder (if there is one) have the authority to excuse a Sales Associate from the store
25 and perform a bag inspection search. The bag inspection search only applies to all packages,
26 including, but not limited to, shopping bags, briefcases, totes and handbags that are in the possession
27 of the Sales Associate when he/she exits the store at any given time.

28 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
Sales Associate may locate a manager either by finding him/her on the sales floor or at the back of
house. The Sales Associate may also page a manager through the store's intercom system. There is

1 no formalized system for when a Sales Associate must clock-out, either before or after finding a
 2 manager to excuse him/her from the store. Some Sales Associates clock-out when they leave the sales
 3 floor to gather their personal belongings from the back house and some Sales Associates clock-out
 4 after they have gathered their personal belongings and are ready to leave, either before or soon after
 5 locating a manager.

6 Once a manager has been located and informed that the Sales Associate wishes to leave the
 7 store, the manager will then escort the Sales Associate to one of the patron exits to perform the bag
 8 inspection search.

9 All managers when inspecting packages, including, but not limited to, shopping bags,
 10 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the
 11 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
 12 within the package but may ask the Sales Associate to open compartments and move items around so
 13 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
 14 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
 15 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.

16 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
 17 Associates usually exit the store with the closing manager. The closing manager usually takes
 18 responsibility for performing the loss prevention searches. When the Sales Associates are prepared to
 19 leave, they congregate near the atrium and are one-by-one inspected by the manager.

20 San Francisco:

21 The store abides by the "Bag Inspection" policy that is enumerated in the "Retail Employee
 22 Handbook" that provides:

23 All packages are subject to inspection by Store Management.
 24 Inspections will be conducted at the employee entrances and exits. A
 sales receipt must accompany all purchases made by employees.

25 The Company reserves the right to randomly inspect all shopping bags,
 26 briefcases, totes, handbags or other items taken from the store as well
 27 as work areas and lockers. Such inspections are a condition of
 28 employment.

1 There are two patron exits to the store. The first exit is the main exit and is located at the front
2 of the store located on the corner of Post and Montgomery Streets. The second exit is located through
3 the store's Home Collection. There are two other exits, including a door that is always locked on the
4 Montgomery Street side of the building and the employee exit (and emergency exit) located at the
5 back of the house near the shipping and receiving department. At present, employees are required to
6 enter and exit the store using the designated employee exit located at the back house of the store. On
7 Saturdays, Sales Associates are allowed to enter through the Home Collection door and on Sundays,
8 Sales Associates are allowed to enter through the main entrance at the start of work day. Sales
9 Associates must use the employee exit for rest and meal breaks. Only managers, including the
10 General Manager, Department Managers, Operations Manager, Shipping and Receiving Manager and
11 key holder (if there is one) have the authority to excuse a Sales Associate from the store and perform
12 a bag inspection search. The bag inspection search only applies to all packages, including, but not
13 limited to, shopping bags, briefcases, totes and handbags that are in the possession of the Sales
14 Associate when he/she exits the store at any given time.

15 When a Sales Associate is prepared to leave the store, he/she will inform a manager. The
16 Sales Associate may locate a manager either by finding him/her on the sales floor or at the back of
17 house. The Shipping and Receiving Manager usually is contacted since he is located near the
18 employee exit and is easily accessible to inspect Sales Associates. There is no formalized system for
19 when a Sales Associate must clock-out, either before or after finding a manager to excuse him/her
20 from the store. Some Sales Associates clock-out when they leave the sales floor to gather their
21 personal belongings from the back house and some Sales Associates clock-out after they have
22 gathered their personal belongings and are ready to leave, either before or soon after locating a
23 manager.

24 Once a manager has been located and informed that the Sales Associate wishes to leave the
25 store, the manager will then escort the Sales Associate to the employee exit to perform the bag
26 inspection search.

27 All managers when inspecting packages, including, but not limited to, shopping bags,
28 briefcases, totes and handbags that are in the possession of the Sales Associate wishing to exit the

1 store, will ask to look inside the interior of all packages. The manager does not touch any of the items
 2 within the package but may ask the Sales Associate to open compartments and move items around so
 3 that they may gain a clearer view of the contents. Generally, when a Sales Associate exits the store
 4 without any package(s) on him/her, a manager will give him/her permission to leave and will observe
 5 the Sales Associate walking out without immediately escorting the Sales Associate to the exit.

6 When a Sales Associate is leaving at the end of the day, after the store has closed, the Sales
 7 Associates usually exit the store with the closing manager. The closing manager usually takes
 8 responsibility for performing the loss prevention searches. When the Sales Associates are prepared to
 9 leave, they congregate near the valet exit of the store and are one-by-one inspected by the manager.

10 SPECIAL INTERROGATORY NO. 210

11 IDENTIFY the person or persons most knowledgeable regarding YOUR response to the
 12 immediately preceding interrogatory.

13 RESPONSE TO SPECIAL INTERROGATORY NO. 210

14 Defendants object to this interrogatory on the grounds that it is vague, ambiguous and overly
 15 broad, is compound in nature, and is unduly burdensome and oppressive.

16 Subject to and without waiving these objections, Defendants respond as follow:

17 Beverly Hills

18 David Seitz - Director of Loss Prevention

19 Kim Babka - Regional Director

20 Kristi Mogel - Regional Human Resources Manager

21 Jonathan Possidente - General Manager

22 Yousef Abgoon - Men's Department Manager

23 Sun Lee - Women's Department Manager and Children's Department Manager

24 Katja Choque - Assistant Women's Department Manager

25 Diane Squires - Operations Manager

26 Terry Kelly - Shipping and Receiving Manager

27 Burlingame

28 David Seitz - Director of Loss Prevention